



NRUC
CORPORATION

100 NORTH TWENTIETH STREET
SECOND FLOOR
PHILADELPHIA, PA 19103
215 • 569 • 2220
Telecopier — 215 • 569 • 2314

No. OCT 31 1988

Date

Fee \$ 13.00

ICC Washington, D. C.

RECORDATION NO. 1351799

OCT 31 1988 1 15 PM

INTERSTATE COMMERCE COMMISSION

October 31, 1988

Interstate Commerce Commission
12th & Constitution Avenues, N. W.
Washington, D. C. 20423

Attention: Ms. Lee, Room 2303

Dear Ms. Lee:

Enclosed herewith is the original document described below and five fully executed copies to be recorded pursuant to Section 11303 of Title 49 of the U. S. Code.

This document is Supplemental #3 Agreement of Assignment for an assignment agreement between NRUC Corporation and Canadian Life Assurance Company, dated June 28, 1988. The primary document to which this is connected is recordation #15517.

A fee of \$13.00 is enclosed. Please return five fully executed documents with the recording certificate data stamped thereon, to NRUC Corporation, 100 N. 20th Street, 2nd Floor, Philadelphia, Pa. 19103, Attention: Mr. John A. Mariscotti.

Very truly yours,
John A. Mariscotti
John A. Mariscotti
President

JAM/bar

enclosure

100-305A025
OCT 31 1 15 PM '88
MOTOR VEHICLE DIVISION

Paul A. Mariscotti

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Interstate Commerce Commission
Washington, D.C. 20423

10/31/88

OFFICE OF THE SECRETARY

John A. Mariscotti
President
NRUC Corporation
100 North 20th St. 2nd Fl.
Phila, PA. 19103

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 10/31/88 at 1:20pm, and assigned recordation number(s) . 15517-JJ

Sincerely yours,

Nanta L. McGee

Secretary

Enclosure(s)

SUPPLEMENT NO. 3 TO
AGREEMENT OF ASSIGNMENT

RECORDED 1551720
OCT 31 1988 - 1 22 PM
INTERSTATE COMMERCE COMMISSION

This Supplement No. 3 dated as of October 28, 1988 between NRUC Corporation, as assignor (hereinafter called "Assignor") and The Canada Life Assurance Company, as successor assignee (hereinafter called "Assignee").

WHEREAS, Assignor and Canadian National Railway (hereinafter called the "Lessee") entered into a Lease Agreement as of January 22, 1988, as amended by letter dated June 28, 1988 and as further amended by letter dated the date hereof (which agreement as so amended is hereinafter called the "Lease") by which the Assignor agreed to lease 400 boxcars to Lessee, and

WHEREAS, Assignor entered into an Agreement of Assignment made as of June 28, 1988 (which agreement as heretofore amended by agreements dated as of July 28, 1988 and August 31, 1988, is hereinafter called the "Agreement of Assignment") with Chemical Bank of Canada as assignee (hereinafter called "Chemical Bank"), by which certain rights of Assignor under the Lease were assigned to Chemical Bank, and

WHEREAS, Chemical Bank has assigned all of its rights under the Agreement of Assignment to Assignee by Assignment Agreement dated as of June 28, 1988, and

WHEREAS, Assignor and Assignee now desire to amend the Agreement of Assignment to reflect the delivery of 44 additional boxcars by Assignor to Lessee under the Lease, and to reflect certain other changes to the Agreement of Assignment and the Lease agreed to by Assignor and Assignee, and

WHEREAS, terms used in this Supplement No. 3 to Agreement of Assignment and which are defined in the Agreement of Assignment shall have the same respective meanings in this instrument unless otherwise specified.

NOW, THEREFORE WITNESSETH THAT, in consideration of the sum of Ten Dollars (\$10.00), the parties' respective covenants and obligations herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The Agreement of Assignment is hereby amended and supplemented as follows:

- (a) by including as part thereof the attached Schedules E-1 and F-1 reflecting the delivery of 44 additional boxcars to Lessee under the Lease Agreement;
- (b) by changing all references to the Assignment Price per Car as set forth therein from \$13,366.71 (U.S.) per Car to \$13,480.88 (U.S.) per Car;
- (c) by amending section 3.06 thereof to reflect amendments to the Lease consented to by the Assignee providing that:
 - (i) in addition to the date specified therefor in section 3.06 of the Agreement of Assignment, Interim Rent shall be payable under the Lease on November 1, 1988 and December 1, 1988 and on the Commencement Date;
 - (ii) Basic Rent under the Lease is payable in advance on the first business day of each and every month during the Unexpired Term commencing January 3, 1989 to and including December 1, 1997; and

- (iii) the next payment of Interim Rent becomes due and payable on November 1, 1988, and the first payment of Basic Rent Indebtedness becomes due and payable on January 3, 1989;
 - (d) by deleting the references in section 3.10 thereof to the dates, "November 1, 1988" and "October 31, 1997", and by substituting therefor the dates, "January 1, 1989" and "December 31, 1997", respectively;
 - (e) by amending the Appendix to Schedule A to the Agreement of Assignment to take into account the increased Assignment Price resulting from the amendment set forth in paragraph 1(b) above.
2. Assignor hereby acknowledges receipt in full of the adjusted Assignment Price for all Cars heretofore delivered by it to the Lessee and which are more particularly described in Schedules E and F to the Agreement of Assignment, as supplemented by Supplement No. 1 to Agreement of Assignment, and Supplement No. 2 to Agreement of Assignment.

3. All other terms and conditions of the Agreement of Assignment remain in full force and effect.

IN WITNESS WHEREOF, this Supplement No. 3 to the Agreement of Assignment has been duly executed as of the date first above written.

NRUC CORPORATION

By: 

THE CANADA LIFE ASSURANCE
COMPANY

By: 

FINANCIAL VICE-PRESIDENT

10/27/88 10:50 803 235 8900

WYCHE LAW FIRM
215 569 2314

NRUC PHILA

002

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schedules E-1 and F-1

NRUC
CORPORATIONINTEROFFICE
MEMO

TO: William W. Kehl, Esq.

FROM: Robert L. Shiner, Jr.

SUBJECT: CN Delivery - October 28, 1988.

DATE: October 26, 1988

The following cars are anticipated to be included in the
October closing:

NRUC Owned Cars:

	<u>Date Accepted</u>	<u>Date Shipped</u>	<u>Total Cars</u>
CN 418313 - CN 418322	09/22/1988	09/26/1988	10
CN 418323 - CN 418347	10/27/1988	10/28/1988	25

Managed Cars:

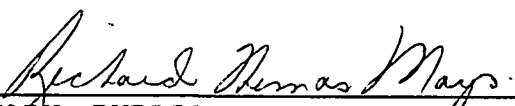
<u>Car#</u>	<u>Owner</u>	<u>Date Accepted</u>	<u>Date Shipped</u>
CN 418114	Charles P. Turnburke	07/25/1988	10/28/1988
CN 418115	Charles P. Turnburke	08/26/1988	10/28/1988
CN 418120	Edith G. Carter	09/22/1988	09/26/1988
CN 418123	Edith G. Carter	09/22/1988	09/26/1988
CN 418094	John M. Sterling, Jr.	09/22/1988	09/26/1988
CN 418130	Richard Kelly	09/22/1988	09/26/1988
CN 418134	Howard W. Moore	09/22/1988	09/26/1988
CN 418082	John A. Mariscotti	10/27/1988	10/28/1988
CN 418096	Francis M. Hipp	10/27/1988	10/28/1988

Total Managed: 9
Total Cars in Closing: 44

RLS/rfg

PROVINCE OF ONTARIO, CANADA)
MUNICIPALITY OF) ss.
METROPOLITAN TORONTO)

On this 28th day of October, 1988, before me personally appeared D. M. Cooper to me personally known, who, being by me duly sworn, says that he is the Financial Vice-President of The Canada Life Assurance Company, that said instrument was signed on behalf of said Company by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Company.



NOTARY PUBLIC IN AND FOR THE
PROVINCE OF ONTARIO

Notarial Seal

ACKNOWLEDGMENT-INDIVIDUAL

COMMONWEALTH OF PENNSYLVANIA .)
COUNTY OF PHILADELPHIA) ss.

On this, the *31st* day of *October*, 1988, before
me *Barbara Ann Rastetter*, the undersigned officer,
personally appeared *John A Mariscotti* known to
me, or satisfactorily proven to be the person whose name is
subscribed to the within instrument, and acknowledged that he
executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and
official seal.

[SEAL]

Barbara Ann Rastetter
NOTARY PUBLIC

BARBARA ANN RASTETTER
Notary Public, Phila., Phila. Co.
My Commission Expires April 14, 1990

CANLIFE.003